

MAR 8 - 2016

ORIGINAL

1122 Sherwood Ave.
San Jose, CA 95126
6 March 2016

FILED

MAR 08 2016
United States Bankruptcy Court
San Jose, California

Judge Steven L. Johnson
United States Bankruptcy Court
280 South First Street
San Jose, CA 95113-3099

Re: Case No. 15-50656-SLJ
Dan Shaw

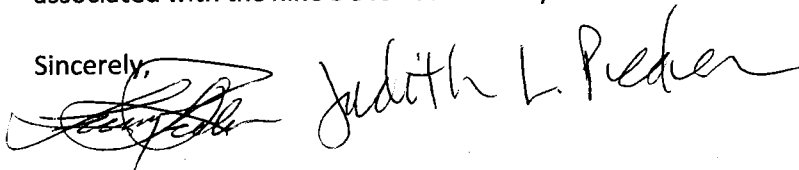
Dear Judge Johnson:

It has been suggested that we write the court to make it aware of our failed Deeds of Trust with Dan Shaw (Cupertino Capital). These Deeds of Trust/investors are outside of those 5 investors that were selected for the case.

We have included a summary sheet, cover sheet for each Deed of Trust (DOT), and the first page of the DOT filing for each of the nine DOTs that remain unresolved. To the best of our knowledge, only one or two of the DOTs (Loan No. 1498, San Marcos Villas LLC and Loan No. 1482, Philip Paul Weaver) have delivered small principal payments in recent years. Interest payments in recent years have been nonexistent.

My wife and I are retired except of the occasional part time job, and the loss of the income stream associated with the nine DOTs has seriously affected our life.

Sincerely,



Larry L. Peden Trustee
Judith L. Peden Trustee

Encl:

Loan #	Name	Principal	Location	Notes
CRT 9016				
1217	ODH Partners LLC	\$ 25,000		
1381	Broad Acres	\$ 49,927	Trailer Park - Modesto	
1482	Philip Paul Weaver	\$ 40,000		
1498	San Marcos Villas, LLC	\$ 75,000	Morgan Hill	
	Total	\$ 189,927		
FT 9117				
1281	David Chan	\$ 150,000	75 Sugarhill Dr, Hillsborough	foreclosed
1291	Red Horizon Investors LLC	\$ 150,000	Gibson Girl Way, San Jose	foreclosed
1414	United Heritage Industires	\$ 100,000	Richmond	
	Total	\$ 400,000		
IRA 9009				
810	BKR Investors, LLC	\$ 40,000		
1181	BKR Investors, LLC	\$ 11,800		
	Total	\$ 51,800		
	Three-Account Total	\$ 641,727		
CRT - Peden Charitable Remainder Trust				
FT - Peden Family Trust				
IRA - LLP Independent Retirement Account				

llp 3/6/2016

Peden - Portfolio								Updated - October 2013
Loan #	Investment Peden CRT 9016	Investment Peden IRA 9008	Investment Peden Trust 9117	Total Investment	Status	Borrower	Maturity	Comments / Status / Projection
810		40,000		40,000	Accruing	BKR Investors, LLC	Matured	
1181		11,800		900,000	Accruing	BKR Investors, LLC	Matured	
1217	25,000			925,000	REO	1217 Investors, LLC		60 acres of dirt in Oroville. Value is less than loan. Longer term project to get this property subdivided and/or sold.
1281			150,000	1,428,332	REO	1281 Investors, LLC		Working on approvals on spec house on this property.
1291			150,000	1,600,000	REO	1291 Investors, LLC		Project has active application for development of five lots. There is upcoming Meeting/Webinar/Call to update investors on this property.
1381	49,927			599,129	REO	1381 Investors, LLC		Recently took ownership and refinanced this Mobile Home Park. Working to get the cash flow increased and then refinance or sell the asset.
1414			100,000	960,200	REO	1414 Investors, LLC		This asset is listed for sale. Recently sold different property in Richmond. Got less than 20% return. Expect the same result with this asset.
1482	40,000			300,000	Defaulted	Phillip Weaver	Matured	Recently out of BK. Borrower is sending occasional payments. I am putting funds in trust account to pay delinquent taxes.
1498	75,000			3,450,867	Accruing	San Marcos Villas Two, LLC	07/01/15	23 unit project in Morgan Hill that is currently under construction. Project will get completed and principal and some return will be realized.
TOTALS	189,927	51,800	400,000					

Trust Deed Investment

Loan #: 1217

NOTE INFORMATION:

Investment \$900,000.00
 Note Rate 11.00%
 Term (months) 36
 Interest only Payment \$8,250.00

YOUR INVESTMENT:

Your Investment \$25,000.00
 Your Yield 10.50%
 Your Monthly Interest \$218.75

PROPERTY INFORMATION:

Market Value Estimate \$1,550,000.00

Loan Position **FIRST**

Balance 1st Loan \$900,000.00

LTV 1st Loan 58.06%

Balance 2nd Loan

LTV 2nd Loan

Balance 3rd Loan

LTV 3rd Loan

Equity \$650,000.00

Address Oro Dam Road & Grand Avenue

City Oroville

Approximate Size 84 acres of vacant land

Description General Plan is for residential subdivision.

Comments

Borrower has acquired three separate parcels of land that will be merged and developed into a residential subdivision. Principal has been negotiating and working on assembling parcels. Total number of lots will be about 300.

They are attempting to acquire adjacent parcels to increase size. Principal is a past borrower of Cupertino Capital.

Principals of the deal have personally guaranteed performance on the loan.

Cupertino Capital cannot legally guarantee the above loan. Every effort is made to investigate, verify and ensure the accuracy of the information presented. Cupertino Capital is a licensed California Real Estate Broker (license #01218445). Department of Real Estate "license information" telephone number is (916) 227-0931.

15700 Winchester Boulevard Los Gatos, California 95030 Tel (408) 354-9777 Fax (408) 354-9787

Recording Requested By
Cupertino Capital

When Recorded Mail To
Cupertino Capital
15700 Winchester Blvd.
Los Gatos, CA 95030

Title Order No.

Space above this line for recorder's use

DEED OF TRUST

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 1217

This Deed of Trust, made this 18th day of February, 2005, among the Trustor, **ODH Partners, LLC, a California Limited Liability Company** (herein "Borrower"), **BDS Capital, Inc., a California Corporation** (herein "Trustee"), and the Beneficiary, [See **Addendum Attached**] (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of **Butte**, State of California: **See attached Exhibit "A" for Legal Description**, which has the address of **APN 030-230-018, Vacant Land, Oro Dam Oroville CA** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **February 18, 2005**, in the principal sum of **U.S. \$900,000.00**, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the **Property**, that the **Property is unencumbered except for encumbrances of record**, and that **Borrower will warrant and defend** generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. Funds for Taxes and Insurance (Impounds). Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein

Trust Deed Investment

Loan #: 1381

NOTE INFORMATION:

<i>Investment</i>	\$600,000.00
<i>Note Rate</i>	13.00%
<i>Term (months)</i>	36
<i>Interest only Payment</i>	\$6,500.00

YOUR INVESTMENT:

<i>Your Investment</i>	\$50,000.00
<i>Your Yield</i>	12.00%
<i>Your Monthly Interest</i>	\$500.00

PROPERTY INFORMATION:

<i>Market Value Estimate</i>	\$2,275,000.00	<i>Loan Position</i>	SECOND
<i>Balance 1st Loan</i>	\$956,008.12	<i>LTV 1st Loan</i>	42.02%
<i>Balance 2nd Loan</i>	\$600,000.00	<i>LTV 2nd Loan</i>	68.40%
<i>Balance 3rd Loan</i>		<i>LTV 3rd Loan</i>	
<i>Equity</i>	\$718,991.88		

<i>Address</i>	821 Latimer Avenue
<i>City</i>	Modesto
<i>Approximate Size</i>	3.62 acres of land

Description Mobile home park. Tenants lease their premises on a month basis. Owner makes income from electric, gas and laundry reimbursements.

Comments Partnership has owned park since 1995. Park has positive cash flow. This loan replaces existing second mortgage and provides cash for park upgrades. Owner plans to make upgrades in next 6 months. Cupertino Capital has only funded 500,000 of this loan - and his holding \$100,000 unfunded until completion of improvements. Owner also received a grant (300K) and low interest loan (100K) from City of Modesto to upgrade some of the utilities serving the park.

Park is 100% leased and existing rents pay the debt service on first and second loans. Upon completion of upgrades, rents will be raised and cash flow will improve. First loan is with Bank of La Jolla.

Cupertino Capital cannot legally guarantee the above loan. Every effort is made to investigate, verify and ensure the accuracy of the information presented. Cupertino Capital is a licensed California Real Estate Broker (license #01218445). Department of Real Estate "license information" telephone number is (916) 227-0931.

15700 Winchester Boulevard Los Gatos, California 95030 Tel (408) 354-9777 Fax (408) 354-9787

Recording Requested By
Cupertino Capital

When Recorded Mail To
Cupertino Capital
15700 Winchester Blvd.
Los Gatos, CA 95030

Stanislaus, County Recorder
Lee Lundrigan Co Recorder Office
DOC- 2006-0130968-00
Acct 501-Chicago Title
Friday, SEP 01, 2006 08:00:00
Ttl Pd \$30.00 Nbr-0002161732
OJM/R3/1-B

Title Order No.

Space above this line for recorder's use

DEED OF TRUST

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 1381

This Deed of Trust, made this 17th day of July, 2006, among the Trustor, **Broad Acres Investors, a California Limited Partnership** (herein "Borrower"), **BDS Capital, Inc., a California Corporation** (herein "Trustee"), and the Beneficiary, [See **Attached Lender Identification**] (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of **Stanislaus**, State of California: **See attached Exhibit "A" for Legal Description**, which has the address of **821 Latimer Ave. Modesto CA** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **July 17, 2006**, in the principal sum of U.S. **\$600,000.00**, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the **Property**, that the **Property is unencumbered except for encumbrances of record**, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. Funds for Taxes and Insurance (Impounds). Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein

Trust Deed Investment

Loan #: 1482

NOTE INFORMATION:

Investment \$300,000.00
 Note Rate 11.00%
 Term (months) 36
 Interest only Payment \$2,750.00

YOUR INVESTMENT:

Your Investment \$40,000.00
 Your Yield 10.50%
 Your Monthly Interest \$350.00

PROPERTY INFORMATION:

Market Value Estimate \$705,000.00

Loan Position **FIRST**

Balance 1st Loan \$300,000.00

LTV 1st Loan 42.55%

Balance 2nd Loan

LTV 2nd Loan

Balance 3rd Loan

LTV 3rd Loan

Equity \$405,000.00

Address 139 Main Street

City Valley Springs

Approximate Size 3,000 s.f. building on 12,500 s.f. parcel

Description Owner occupied retail property. Has unfinished loft area that owner plans to convert to additional useable space.

Comments Borrower is owner of building. Current loan is due and needs to be refinanced. Borrower runs martial arts/karate studio in the property.

Value was arrived at with appraisal that was completed on May 30, 2007.

Cupertino Capital cannot legally guarantee the above loan. Every effort is made to investigate, verify and ensure the accuracy of the information presented. Cupertino Capital is a licensed California Real Estate Broker (license #01218445). Department of Real Estate "license information" telephone number is (916) 227-0931.

15700 Winchester Boulevard Los Gatos, California 95030 Tel (408) 354-9777 Fax (408) 354-9787

Recording Requested By
Cupertino Capital

CALAVERAS COUNTY, CA
KAREN VARNI, COUNTY CLERK-RECORDER

07/10/2007 08:02:00AM
PAGE 1 OF 7

2007 12303

When Recorded Mail To
Cupertino Capital
15700 Winchester Blvd.
Los Gatos, CA 95030

FIRST AMERICAN TITLE COMPANY

Title Order No. 2726762 Ht

Space above this line for recorder's use

DEED OF TRUST

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 1482

This Deed of Trust, made this 18th day of June, 2007, among the Trustor, Philip Paul Weaver and Elizabeth V. Weaver, husband and wife as joint tenants (herein "Borrower"), BDS Capital, Inc., a California Corporation (herein "Trustee"), and the Beneficiary, [See Attached Lender Identification] (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of Calaveras, State of California: See attached Exhibit "A" for Legal Description, which has the address of 139 Main Street Valley Springs CA 95252 (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated June 18, 2007, in the principal sum of U.S. \$300,000.00, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. **Payments of Principal and/or Interest.** Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. **Funds for Taxes and Insurance (Impounds).** Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein

Trust Deed Investment

Loan #: 1498

NOTE INFORMATION:

Investment	\$3,875,000.00
Note Rate	12.00%
Term (months)	18
Interest only Payment	\$38,750.00

YOUR INVESTMENT:

Your Investment	\$75,000.00
Your Yield	11.00%
Your Monthly Interest	\$687.50

PROPERTY INFORMATION:

Market Value Estimate	\$5,850,000.00	Loan Position	FIRST
Balance 1st Loan	\$3,875,000.00	LTV 1st Loan	66.24%
Balance 2nd Loan		LTV 2nd Loan	
Balance 3rd Loan		LTV 3rd Loan	
Equity	\$1,975,000.00		

Address	Barrett Drive
City	Morgan Hill
Approximate Size	18 residential lots PLUS 18 finished homes
Description	36 lot subdivision in Morgan Hill. Houses range in size from 2,641 - 3,039 s.f..
Comments	<p>The purpose of this loan is the acquisition and improvement of the 18 residential lots. The first phase of the project is 90% complete with five of the 18 units under contract. This loan will be secured in FIRST position on the 18 lots in the second phase PLUS it will be additionally secured in SECOND position of the 18 completed homes as additional collateral.</p> <p>The purpose of this loan is only for the acquisition, completion of street improvements/paving on he second phase. This is not a construction loan for any additional homes in Phase 2.</p>

Cupertino Capital cannot legally guarantee the above loan. Every effort is made to investigate, verify and ensure the accuracy of the information presented. Cupertino Capital is a licensed California Real Estate Broker (license #01218445). Department of Real Estate "license information" telephone number is (916) 227-0931.

RECORDING REQUESTED BY:

Cupertino Capital

Escrow No. 41166645-276

WHEN RECORDED MAIL TO:

CUPERTINO CAPITAL

15700 Winchester Blvd.

Los Gatos, CA 95030

Loan No: 1498

DOCUMENT: 195 .73

Pages: 11



Fees 53.00

Taxes

Copies

AMT PAID 53.00

REGINA ALCOMENDRAS
 SANTA CLARA COUNTY RECORDER
 Recorded at the request of
 Financial Title Company

RDE # 005

9/27/2007

1:51 PM

(This space for recorders use only)

CONSTRUCTION DEED OF TRUST

With Assignment of Rents and Fixture Filing

This CONSTRUCTION DEED OF TRUST with Assignment of Rents and Fixture Filing (the "Deed of Trust"), is made as of September 19, 2007, by and between San Marcos Villas, LLC, a California Limited Liability Company ("Trustor"), whose address is 15700 Winchester Blvd., Los Gatos, CA 95030, BDS Capital Inc., a California corporation, ("Trustee"), whose address is 15700 Winchester Blvd., Los Gatos, California, and Beneficiary, (SEE ADDENDUM ATTACHED) (herein "Lender").

ARTICLE 1. GRANT IN TRUST

1.1 Grant. For the purposes and upon the terms and conditions set forth in this Deed of Trust, Trustor irrevocably grants, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all of its right, title and interest in and to that certain real property located in the State of California, in the County of Santa Clara, commonly known as Vacant Land, Morgan Hill, CA (APN:817-33-003), as set forth more particularly in Exhibit "A", attached hereto and incorporated herein by this reference, together with all appurtenances, easements, rights and rights of way appurtenant or related thereto, all buildings, other improvements and fixtures now or hereafter located thereon, all interest or estate which Trustor may hereafter acquire in the property described above, and all additions and accretions thereto (collectively, the "Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

ARTICLE 2. OBLIGATIONS SECURED

2.1 Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations (the "Secured Obligations"):

2.1.1 Payment to Beneficiary of all sums at any time owing under that certain Promissory Note Secured by Construction Deed of Trust (the "Construction Note") of even date herewith, in the principal amount of Three Million Eight Hundred Seventy Five Thousand 00/100 Dollars (\$3,875,000.00) executed by Trustor and payable to the order of Beneficiary;

2.1.2 Payment and performance of all obligations of Trustor under that certain Construction Loan Agreement (the "Construction Loan Agreement") of even date herewith between Trustor and Beneficiary;

2.1.3 Payment and performance of all obligations of Trustor under this Deed of Trust and all other instruments and documents now or hereafter executed by Trustor in order to secure or evidence the obligations of Trustor in connection with the Note and the Construction Loan Agreement;

2.1.4 Payment and performance of every obligation, covenant or agreement of Trustor contained in any existing or future agreement of Trustor that recites that the obligations thereunder are secured by this Deed of Trust;

2.1.5 All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

Trust Deed Investment

Loan #: 1281

NOTE INFORMATION:

Investment \$2,750,000.00
 Note Rate 12.00%
 Term (months) 18
 Interest only Payment \$27,500.00

YOUR INVESTMENT:

Your Investment \$250,000.00
 Your Yield 11.00%
 Your Monthly Interest \$2,291.67

PROPERTY INFORMATION:

Market Value Estimate	\$3,700,000.00	Loan Position	FIRST
Balance 1st Loan	\$2,750,000.00	LTV 1st Loan	74.32%
Balance 2nd Loan		LTV 2nd Loan	
Balance 3rd Loan		LTV 3rd Loan	
Equity	\$950,000.00		

Address 75 Sugar Hill Drive

City Hillsborough

Approximate Size 4,972 s.f. home on over one acre parcel

Description Large custom residence in established neighborhood. House will have large entertaining areas, five bedrooms, den, 3 car garage.

Comments Builder is past client of Cupertino Capital. He has successfully developed property in San Carlos and Hillsborough area. He resides in the same area as the subject property and runs a large commercial painting company.

He is purchasing this lot and will begin construction of the house that is approved and ready to build on the site. All approvals and permits are completed.

Value is based on broker opinion and will be verified by independent appraisal.

Cupertino Capital cannot legally guarantee the above loan. Every effort is made to investigate, verify and ensure the accuracy of the information presented. Cupertino Capital is a licensed California Real Estate Broker (license #01218445). Department of Real Estate "license information" telephone number is (916) 227-0931. 15700 Winchester Boulevard Los Gatos, California 95030 Tel (408) 354-9777 Fax (408) 354-9787

Case: 15-50656 Doc# 40 Filed: 03/08/16 Entered: 03/08/16 13:38:36 Page 12 of

035951
RECEIVED REQUESTED B
Cupertino Capital
Escrow No.
First American Title
WHEN RECORDED MAIL TO:

CUPERTINO CAPITAL
15700 Winchester Blvd.
Los Gatos, CA 95030

Loan No: 1281

2005-189533
02:42pm 10/28/05 DT AS FFM Fee: 51.00
Count of pages 11
Recorded in Official Records
County of San Mateo
Warren Slocum
Assessor-County Clerk-Recorder



CONSTRUCTION DEED OF TRUST

With Assignment of Rents and Fixture Filing

This CONSTRUCTION DEED OF TRUST with Assignment of Rents and Fixture Filing (the "Deed of Trust"), is made as of September 20, 2005, by and between David Chan and Suzanne Chan, husband and wife ("Trustor"), whose address is 5 Woodcrest Court, Hillsborough, CA 94010, BDS Capital Inc., a California corporation, ("Trustee"), whose address is 15700 Winchester Blvd., Los Gatos, California, and Beneficiary, (SEE ADDENDUM ATTACHED) (herein "Lender").

ARTICLE 1. GRANT IN TRUST

1.1 Grant. For the purposes and upon the terms and conditions set forth in this Deed of Trust, Trustor irrevocably grants, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all of its right, title and interest in and to that certain real property located in the State of California, in the County of San Mateo, commonly known as 75 Sugar Hill Drive, Hillsborough, CA 94010 (APN 038-333-210), as set forth more particularly in Exhibit "A", attached hereto and incorporated herein by this reference, together with all appurtenances, easements, rights and rights of way appurtenant or related thereto, all buildings, other improvements and fixtures now or hereafter located thereon, all interest or estate which Trustor may hereafter acquire in the property described above, and all additions and accretions thereto (collectively, the "Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

ARTICLE 2. OBLIGATIONS SECURED

2.1 Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations (the "Secured Obligations"):

2.1.1 Payment to Beneficiary of all sums at any time owing under that certain Promissory Note Secured by Construction Deed of Trust (the "Construction Note") of even date herewith, in the principal amount of Two Million Seven Hundred Fifty Thousand 00/100 Dollars (\$2,750,000.00) executed by Trustor and payable to the order of Beneficiary;

2.1.2 Payment and performance of all obligations of Trustor under that certain Construction Loan Agreement (the "Construction Loan Agreement") of even date herewith between Trustor and Beneficiary;

2.1.3 Payment and performance of all obligations of Trustor under this Deed of Trust and all other instruments and documents now or hereafter executed by Trustor in order to secure or evidence the obligations of Trustor in connection with the Note and the Construction Loan Agreement;

2.1.4 Payment and performance of every obligation, covenant or agreement of Trustor contained in any existing or future agreement of Trustor that recites that the obligations thereunder are secured by this Deed of Trust;

2.1.5 All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

CUPERTINO

Capital

Trust Deed Investment

Loan #: 1291

NOTE INFORMATION:

Investment \$1,600,000.00
Note Rate 11.50%
Term (months) 24
Interest only Payment \$15,333.33

YOUR INVESTMENT:

Your Investment \$150,000.00
Your Yield 11.00%
Your Monthly Interest \$1,375.00

PROPERTY INFORMATION:

Market Value Estimate \$2,500,000.00

Loan Position **FIRST**

Balance 1st Loan \$1,600,000.00

LTV 1st Loan 64.00%

Balance 2nd Loan

LTV 2nd Loan

Balance 3rd Loan

LTV 3rd Loan

Equity \$900,000.00

Address 2352 Gibson Girl Way

City San Jose

Approximate Size 3.01 acres with older 1,500 s.f. home

Description Large parcel of land that is approved for four lot subdivision on private cul de sac.

Comments Property is being sold by estate. Over 19 separate heirs to the property finally agreed to complete the sale of this land in May of 2005. Rich Ceraolo, principal of the buying entity, has been pursuing this opportunity for over 2 years.

During the escrow, Rich did soils tests, engineering work, surveying, etc. to determine that the City of San Jose will allow a minor land subdivision to four lots. The lots will be about 1/2 acre each. This loan is to acquire the property. Buyers will refinance in 2006 to raise funds to do grading and minor street work.

Cupertino Capital cannot legally guarantee the above loan. Every effort is made to investigate, verify and ensure the accuracy of the information presented. Cupertino Capital is a licensed California Real Estate Broker (license #01218445). Department of Real Estate "license information" telephone number is (916) 227-0931.

15700 Winchester Boulevard Los Gatos, California 95030 Tel (408) 354-9777 Fax (408) 354-9787

Case: 15-50656 Doc# 40 Filed: 03/08/16 Entered: 03/08/16 13:38:36 Page 14 of

Recording Requested By
Cupertino Capital

When Recorded Mail To
Cupertino Capital
15700 Winchester Blvd.
Los Gatos, CA 95030

Escrow No. 129101

Space above this line for recorder's use

Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to **Ronald L. Murphy and Anne W. Murphy, trustees of The Murphy Charitable Remainder Trust, 6.250%, Larry L. Peden and Judith L. Peden, Trustees of The Peden Family Trust u/a dtd 08/27/1984, 9.375%**, all beneficial interest under that certain Deed of Trust dated **October 12, 2005** executed by **Red Horizon Investors, LLC, BKR Investors, LLC**, Trustor, to **BDS Capital, Inc., a California Corporation**, Trustee, and recorded as Instrument Number **18662453** on **November 4, 2005** in book **N/A**, page **N/A**, of Official Records in the County Recorder's office of **Santa Clara County, California**, describing land therein as:
N/A

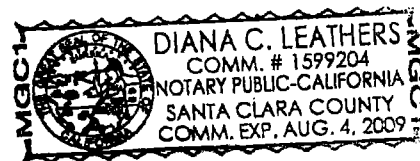
TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Dated 12-12-05

 TTEE
C. Lamos, trustee of the Lamos 2005 Revocable Trust

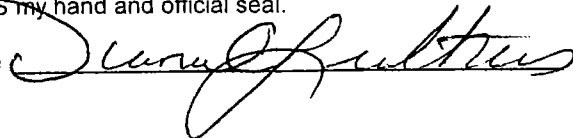
STATE OF CALIFORNIA
COUNTY OF Santa Clara } s.s.

On Dec. 12, 2005 before me,
Diana C. Leathers
a Notary Public in and for said County and State, personally
appeared Charles Thomas Lamos



personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(This area for official notarial seal)

Recording Requested By
Cupertino Capital

Fidelity Natl
21013658

When Recorded Mail To
Cupertino Capital
15700 Winchester Blvd.
Los Gatos, CA 95030

FIDELITY NATIONAL TITLE
hereby certifies that this is a true and
correct copy of the original
of the original

Title Order No.

Space above this line for recorder's use

DEED OF TRUST

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 1291

This Deed of Trust, made this 12th day of October, 2005, among the Trustor, **Red Horizon Investors, LLC a California Limited Liability Company as to 60% interest and BKR Investors, LLC a California Limited Liability Company as to 40% interest** (herein "Borrower"), **BDS Capital, Inc., a California Corporation** (herein "Trustee"), and the Beneficiary, [See Addendum Attached] (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of **Santa Clara**, State of California: **See attached Exhibit "A" for Legal Description**, which has the address of **APN: 652-14-011 & 652-14-012; 2352 Gibson Girl Way San Jose CA** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **October 12, 2005**, in the principal sum of **U.S. \$1,600,000.00**, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the **Property**, that the **Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to encumbrances of record.**

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

CUPERTINO
Capital

Trust Deed Investment

Loan #: 1414

NOTE INFORMATION:

Investment \$2,000,000.00
Note Rate 12.50%
Term (months) 15
Interest only Payment \$20,833.33

YOUR INVESTMENT:

Your Investment \$100,000.00
Your Yield 11.50%
Your Monthly Interest \$958.33

PROPERTY INFORMATION:

Market Value Estimate \$3,095,000.00

Loan Position **FIRST**

Balance 1st Loan \$2,000,000.00

LTV 1st Loan 64.62%

Balance 2nd Loan

LTV 2nd Loan

Balance 3rd Loan

LTV 3rd Loan

Equity \$1,095,000.00

Address 2012 Cutting Blvd.

City Richmond

Approximate Size Six separate 160) s.f. units, plus 2,600 s.f. SFR.

Description Project consists of six attached town homes plus a single family residence on a separate parcel.

Comments Borrower has spent over one year completing plans and specifications to construct this project. This is a construction loan which will fund the costs associated with completion of the project. The developer is building the units to sell upon completion.

Each unit will have three bedrooms plus a garage. Value was arrived at by appraisals completed in October of 2006. Borrower is a past client of Cupertino Capital who has performed on his obligations.

INT 1737356
RECORDING REQUESTED BY:

Cupertino Capital

Escrow No. 162163

WHEN RECORDED MAIL TO:

CUPERTINO CAPITAL

15700 Winchester Blvd.

Los Gatos, CA 95030

Loan No: 1414

The foregoing is a full, true and correct copy of a document recorded in the office of the County Recorder of Alameda County, under Recorder's Book No. 06-2086344 805
FIDELITY NATIONAL INSURANCE CO.
By [Signature]

(This space for recorders use only)

CONSTRUCTION DEED OF TRUST

With Assignment of Rents and Fixture Filing

This CONSTRUCTION DEED OF TRUST with Assignment of Rents and Fixture Filing (the "Deed of Trust"), is made as of October 23, 2006, by and between United Heritage industries, Inc., a California Corporation ("Trustor"), whose address is 5216 Wall Ave. "A", Richmond, CA, BDS Capital Inc., a California corporation, ("Trustee"), whose address is 15700 Winchester Blvd., Los Gatos, California, and Beneficiary, (SEE ADDENDUM ATTACHED) (herein "Lender").

ARTICLE 1. GRANT IN TRUST

1.1 Grant. For the purposes and upon the terms and conditions set forth in this Deed of Trust, Trustor irrevocably grants, conveys and assigns to Trustee, in trust for the benefit of Beneficiary, with power of sale and right of entry and possession, all of its right, title and interest in and to that certain real property located in the State of California, in the County of Contra Costa, commonly known 2012 Cutting Blvd., Richmond, CA (APN: 544-292-020 and 544-292-006), as set forth more particularly in Exhibit "A", attached hereto and incorporated herein by this reference, together with all appurtenances, easements, rights and rights of way appurtenant or related thereto, all buildings, other improvements and fixtures now or hereafter located thereon, all interest or estate which Trustor may hereafter acquire in the property described above, and all additions and accretions thereto (collectively, the "Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

ARTICLE 2. OBLIGATIONS SECURED

2.1 Obligations Secured. Trustor makes this grant and assignment for the purpose of securing the following obligations (the "Secured Obligations"):

2.1.1 Payment to Beneficiary of all sums at any time owing under that certain Promissory Note Secured by Construction Deed of Trust (the "Construction Note") of even date herewith, in the principal amount of Two Million and 00/100 Dollars (\$2,000,000.00) executed by Trustor and payable to the order of Beneficiary;

2.1.2 Payment and performance of all obligations of Trustor under that certain Construction Loan Agreement (the "Construction Loan Agreement") of even date herewith between Trustor and Beneficiary;

2.1.3 Payment and performance of all obligations of Trustor under this Deed of Trust and all other instruments and documents now or hereafter executed by Trustor in order to secure or evidence the obligations of Trustor in connection with the Note and the Construction Loan Agreement;

2.1.4 Payment and performance of every obligation, covenant or agreement of Trustor contained in any existing or future agreement of Trustor that recites that the obligations thereunder are secured by this Deed of Trust;

2.1.5 All modifications, extensions and renewals of any of the obligations secured hereby, however evidenced.

Peden IRA

Recording Requested By:

When Recorded Mail To:

Cupertino Capital
21613 Stevens Creek Blvd.
Cupertino, CA 95014

Loan No. 810

DOCUMENT: 15915678



Titles: 2 / Pages: 5

Fees..... 28.00
Taxes....
Copies...
AMT PAID 28.00

BRENDA DAVIS
SANTA CLARA COUNTY RECORDER
Recorded at the request of
Recording Service

RDE # 010
10/17/2001
11:55 AM

(This space for recorders use only)

DEED OF TRUST WITH ASSIGNMENT OF RENTS
(This Deed of Trust contains an Acceleration Clause)

This DEED OF TRUST made October 8, 2001, between:
BKR Investors, LLC, a California Limited Liability Company

herein called TRUSTOR, whose address is: 21613 Stevens Creek Blvd.
Cupertino, CA 95014-

and BDS Capital, Inc., a California Corporation herein called TRUSTEE, and
Sterling Trust Company, Trustee fbo Larry L. Peden IRA#016190

herein called BENEFICIARY;

WITNESSETH: The Trustor irrevocably GRANTS, TRANSFERS AND ASSIGNS TO TRUSTEE in trust, with POWER OF SALE, that property in the State of California, in the City of Los Gatos, County of Santa Clara, described as:

See attached exhibit "A" for legal description

Property commonly known as 15700 Winchester Boulevard, Los Gatos, CA

Together with the rents, issues and profits thereof, together with all rights and interest of Trustor, to all appurtenances, easements, community interests and licenses, and to oil, mineral, gas, water, water certificates, and hydrocarbon rights, leases, and overriding royalties therein, and all of these, whether appurtenant, riparian or appropriative. SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph 11 of the provisions incorporated by reference herein, to collect and apply such rents, issues and profits.

CUPERTINO

Capital

Trust Deed Investment

Loan #: 1181

NOTE INFORMATION:

Investment \$900,000.00
 Note Rate 10.00%
 Term (months) 24
 Interest only Payment \$7,500.00

YOUR INVESTMENT:

Your Investment \$11,800.00
 Your Yield 9.50%
 Your Monthly Interest \$93.42

PROPERTY INFORMATION:

Market Value Estimate \$1,500,000.00 Loan Position **FIRST**
 Balance 1st Loan \$900,000.00 LTV 1st Loan 60.00%
 Balance 2nd Loan LTV 2nd Loan
 Balance 3rd Loan LTV 3rd Loan

Equity \$600,000.00

Address Nevada Street

City Auburn

Approximate Size Approximately 3.0 acre site

Description Office and Retail Project that has all required entitlements to commence construction of two office buildings and two retail buildings.

Comments Project has been approved by the City of Auburn. Project owner (from Arizona) has decided not to construct project. An investment group with Dan Shaw as a principal has decided to purchase the project.

This loan will allow BKR Investors to complete the purchase of the property. This loan will be paid off with a construction loan prior to commencement of construction.

Value is actual purchase price of property.

Cupertino Capital cannot legally guarantee the above loan. Every effort is made to investigate, verify and ensure the accuracy of the information presented. Cupertino Capital is a licensed California Real Estate Broker (license #01218445). Department of Real Estate "license information" telephone number is (916) 227-0931.

15700 Winchester Boulevard, Los Gatos, California 95030 Tel (408) 354-9777 Fax (408) 354-9787

Case: 15-50656 Doc# 40 Filed: 03/08/16 Entered: 03/08/16 13:38:36 Page 20 of

Recording Requested By
Cupertino Capital

When Recorded Mail To
Cupertino Capital
15700 Winchester Blvd.
Los Gatos, CA 95030



PLACER, County Recorder
JIM MCCAULEY

DOC- 2005-0172336

Check Number 9271/9283b

Tuesday, DEC 27, 2005 15:01:39

MIC \$6.00:AUT \$9.00:SBS \$7.00

OVE \$2.00:REC \$13.00:

Ttl Pd \$37.00

Nbr-0001416552

baj/BJ/2-8

A 2

Title Order No.

Space above this line for recorder's use

DEED OF TRUST

RECORDER: INDEX FOR SPECIAL NOTICE

Loan No. 1181

This Deed of Trust, made this **24th** day of **October, 2005**, among the Trustor, **BKR Investors, LLC, a California Limited Liability Company** (herein "Borrower"), **BDS Capital, Inc., a California Corporation** (herein "Trustee"), and the Beneficiary, [See **Addendum Attached**] (herein "Lender").

The beneficiaries (or assignees) of this deed of trust have agreed in writing to be governed by the desires of the holders of more than 50% of the record beneficial interest therein with respect to actions to be taken on behalf of all holders in the event of default or foreclosure or for matters that require direction or approval of the holders, including designation of the broker, servicing agent, or other person acting on their behalf, and the sale, encumbrance or lease of real property owned by the holders resulting from foreclosure or receipt of a deed in lieu of foreclosure.

GRANT IN TRUST

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants, transfers, conveys and assigns to Trustee, in trust, with power of sale, the following described property located in the county of **Placer**, State of **California**: **See attached exhibit "A" for legal description**, which has the address of **490 Nevada Street, Auburn CA** (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, and water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are herein referred to as the "Property";

THIS DEED OF TRUST IS MADE TO SECURE TO LENDER:

(a) the repayment of the indebtedness evidenced by Borrower's note (herein "Note") dated **December 14, 2004**, in the principal sum of **U.S. \$900,000.00**, with payment of interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; the performance of the covenants and agreements of Borrower herein contained; and (b) repayment of any future advances, with interest thereon, made to the Borrower by Lender pursuant to paragraph 19 hereof (herein "Future Advances"); and in addition (c) this Deed of Trust shall provide the same security on behalf of the Lender, to cover extensions, modifications or renewals, including without limitation, extensions, modifications or renewals of the Note at a different rate of interest; and the performance of the covenants and agreements of Borrower herein contained.

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the **Property, that the Property is unencumbered except for encumbrances of record, and that Borrower will warrant and defend** generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. BORROWER AND LENDER COVENANT AND AGREE AS FOLLOWS:

1. Payments of Principal and/or Interest. Borrower shall promptly pay, when due, the principal of and/or interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and/or interest on any Future Advances secured by the Deed of Trust.

2. Funds for Taxes and Insurance (Impounds). Subject to applicable law, and if required by the Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein

Applied Business Software, Inc. (800) 833-3343

[1181/BKR Investors, LLC Auburn, CA]
Deed of Trust Page 1 of 5